

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coram, Inc.		04/14/2005	CORPORATION: DELAWARE
Curaflex Health Services, Inc.		04/14/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P.
Street Address:	600 E. Las Colinas Blvd., Suite 400
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1292689	CATH-TRAIN
Registration Number:	2152708	THE CORAM RESOURCE NETWORK
Registration Number:	1487963	CURAFLEX
Registration Number:	1508610	INTRACARE
Registration Number:	2755831	CELEBRATION OF LIFE CIRCLE
Registration Number:	2761457	CORAM HEALTHCARE ONE TO ONE NUTRITION SUPPORT CONSUMER SATISFACTION PROGRAM
Registration Number:	2763963	CORAM
Registration Number:	2763962	CORAM HEALTHCARE
Registration Number:	2861005	SOLUNET
Registration Number:	2835281	SOLUNET
Registration Number:	2889862	HEMO-PHIL-A-SAURUS
Registration Number:	2889864	VON-W-RAPTOR
Registration Number:	2889863	

TRADEMARK

900023525

REEL: 003071 FRAME: 0215

CH \$440.00 1292689

Serial Number:	76581036	COAG-A-DACTYL
Registration Number:	2930441	
Serial Number:	76581035	DAWN-W-RAPTOR
Serial Number:	76581034	CORAM'S DINO-MITE TEAM

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: sanarah.rasheed@weil.com

Correspondent Name: Weil, Gotshal & Manges, c/o Sanarah Rasheed

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

NAME OF SUBMITTER:	Sanarah Rasheed
Signature:	/Sanarah Rasheed/
Date:	04/22/2005

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT, dated as of April 14, 2005, by each of the entities listed on the signature pages hereof or which becomes a party hereto pursuant to Section 7.10 of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of Goldman Sachs Specialty Lending Group, L.P. ("GSSLG"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 14, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CORAM, INC. (the "Borrower"), the Lenders from time to time party thereto, GSSLG, as administrative agent for the Lenders and the Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CORAM, INC.
CURAFLEX HEALTH SERVICES, INC.,
as Grantors


By: 

Name: Scott R. Danitz

Title: Senior Vice President, Chief Financial Officer &
Treasurer

ACCEPTED AND AGREED
as of the date first above written:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as Collateral Agent

By: 
Name: Michael Adler
Title: Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Colorado)
COUNTY OF Denver) ss.

On this 14th day of April, 2005 before me personally appeared Scott R. Danitz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Coram, Inc. and Curaflex Health Service, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.

Cheryl E. Moore
Notary Public



My Commission Expires
March 13, 2007

Schedule I
to
Trademark Security Agreement
Trademark Registrations

TRADEMARKS:						
Company	Trademark	Registration Number	Serial Number	Filing Date	Registration Date	
Coram, Inc. (Home Health Care of America, Inc)	CATH-TRAIN	1,292,689	73/391147	9/28/82	9/4/84	
Coram Healthcare Corporation	THE CORAM RESOURCE NETWORK	2,152,708	74/650834	3/23/95	4/21/98	
Curaflex Health Services, Inc.	CURAFLEX	1,487,963	73/682234	9/3/87	5/10/88	
Coram, Inc. (Intracare Corporation of Virginia)	INTRACARE	1,508,610	73/477054	4/24/84	10/11/88	
Coram, Inc.	CELEBRATION OF LIFE CIRCLE and DESIGN	2,755,831	76/460768	10/16/02	8/26/03	
	CORAM HEALTHCARE ONE TO ONE NUTRITION SUPPORT CONSUMER SATISFACTION PROGRAM and DESIGN	2,761,457	76/460766	10/16/02	9/9/03	
Coram, Inc.	CORAM	2,763,963	76/460770	10/16/02	9/16/03	
Coram, Inc.	CORAM HEALTHCARE	2,763,962	76/460769	10/16/02	9/16/03	
Coram, Inc.	SOLUNET	2,861,005	76/457385	10/4/02	7/6/04	
Coram, Inc.	DESIGN (SOLUNET)	2,835,281	76/471043	11/25/02	6/24/03	
Coram, Inc.	HEMO-PHIL-A-SAURUS	2,889,862	76/480229	1/3/03	9/28/04	
Coram, Inc.	DESIGN (HEMO-PHIL-A-SAURUS)		76/480228	1/3/03		
Coram, Inc.	VON-W-RAPTOR	2,889,864	76/480232	1/3/03	9/28/04	

Coram, Inc.	DESIGN (VON-W-RAPTOR)	2,889,863	76/480230	1/3/03	9/28/04
Coram, Inc.	COAGA-DACTYL	Pending	76/581036	3/12/04	
Coram, Inc.	DESIGN (COAGA-DACTYL)	2,930,441	76/581036		
Coram, Inc.	DAWN-W-RAPTOR	Pending	76/581035	3/12/04	
Coram, Inc.	DESIGN (DAWN-W-RAPTOR)	Pending			
Coram, Inc.	CORAM'S DINO-MITE TEAM	Pending	76/581034	03/12/04	

SERVICE MARKS:					
Coram, Inc. Unregistered Service Mark	NUTRITION SUPPORT CONSUMER SATISFACTION PROGRAM	Unregistered Service Mark	Unregistered Service Mark		

Note: Any intellectual property of Coram Healthcare Corporation was assigned to Coram, Inc. pursuant to the Chapter 11 Trustee's Second Amended Plan of Reorganization, effective December 1, 2004, in the jointly administered Chapter 11 case of Coram Healthcare Corporation and Coram, Inc.